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MASSACHUSETTS LEMON LAW ARBITRATION PROGRAM 1988 REPORT

Commonwealth of Massachusetts
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EXECUTIVE OFFICE OF CONSUMER AFFAIRS AND BUSINESS REGULATION

APRIL 1989

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ACKNOWLEDGMENT

I would like to acknowledge the Lemon Law Arbitration Program staff for preparing this report and ensuring the smooth operation of the Lemon Law Arbitration Program: JoAnne Aylward, Executive Director; Mary Moynihan, Administrator; Maria Ceraulo, Senior Staff Specialist and Craig Arnold, Staff Specialist. Also, special thanks to Assistant Secretary Paul Gromer, Consumer Education Director Edgar Dworsky, Fiscal Director Stephen Blanchard, Patricia Grifoni, Valerie Kidd, Karel Welch, Linda Witunski, Kelly Finnerty, Cheryl Wallace, and staff and arbitrators of the American Arbitration Association.

Paula W. Gold, Secretary

Publication #15894-29-400-4-89-C.R.
Approved By: Ric Murphy, State Purchasing Agent

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1988 REPORT

MASSACHUSETTS LEMON LAW ARBITRATION PROGRAM

I. INTRODUCTION/1988 SUMMARY

Since April 1986, the Executive Office of Consumer Affairs and Business Regulation (EOCABR) under Secretary Paula W. Gold has been administering one of the most successful state-run, lemon law arbitration programs in the country. From April 1986 through December 1988, consumers have been awarded over $8 million in refunds/replacements as a direct result of arbitrators' decisions. Further, it is estimated that an additional $9 million dollars has been received by consumers who settled their cases prior to going to an arbitration hearing.

One of the most notable developments of 1988 was an almost ten percent decrease in cases received, from 1,043 in 1987 to 948 received in 1988. (See Appendix A for a breakdown of cases received by manufacturer.) It is also interesting to note that several statistical trends which developed in 1987 continued in 1988. For example, manufacturers continued to settle over 46 percent of cases prior to arbitration hearings. Additionally, the decrease in the number of cases appealed by manufacturers continued, with only one arbitration decision appealed in 1988. Although the majority of cases continued to be decided in favor of consumers, the percentage of decisions in favor of consumers decreased from 64 percent in 1987 to 58 percent in 1988.

The Lemon Law Arbitration Program (LLAP) fined two manufacturers, Porsche and Nissan, in 1988 for issuing late awards. A total of $30,000 in fines was collected during the past year. Overall, the percentage of late awards continued to be very low.

Below is a summary of some key statistics from the past three years:

STATISTICAL SUMMARY
1986-1988

	1986	1987	1988
Cases Received	605	1043	948
Cases Accepted	491	786	700
Cases Withdrawn	133	358	322
Total Cases Decided	268	387	407
Decided for Consumer	177	246	236
Decided for Manufacturers	91	141	171
Appeals	25	11	1
Percentage of Late Awards	12.5%	2%	1%
Amount Awarded	$1.9 mil.	$2.9 mil.	$3.3 mil.

The Massachusetts program continues to be a model for other states that have implemented or are considering implementing similar programs for resolving automotive disputes. In 1988, our

office was contacted by several of these states including Florida, Washington, Ohio, Pennsylvania, Maine, California, and New Jersey. Additionally, both Wales and England requested information about the program.

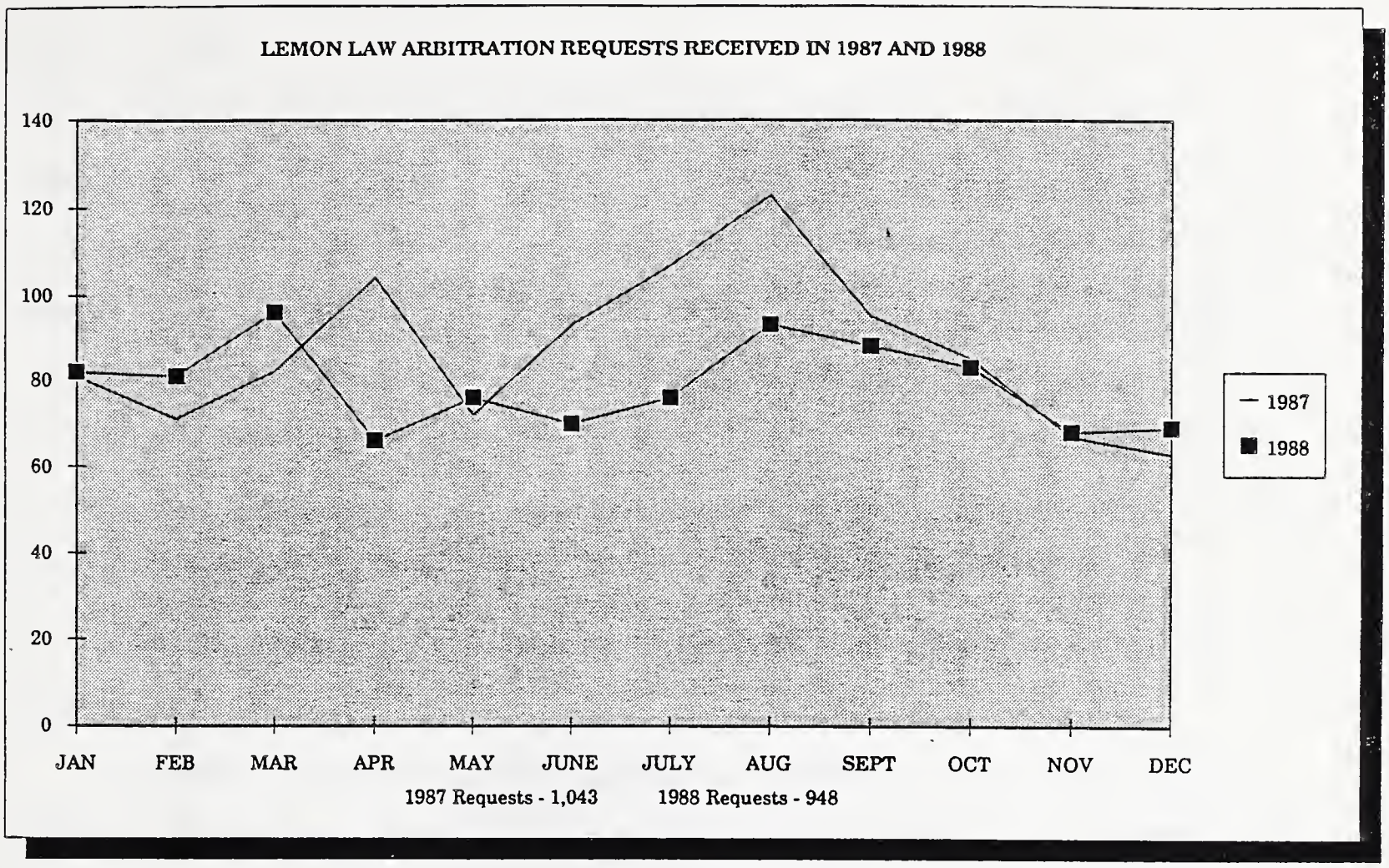
II. BACKGROUND

The Massachusetts Lemon Law, M.G.L. c.90 s.7N1/2, was originally enacted in 1984. It sets forth standards for refund/replacement of seriously defective new motor vehicles. Prior to being amended in December 1985, the law provided for a voluntary manufacturer arbitration system. No manufacturers participated in this system. Therefore, the law was amended and a mandatory, state-run arbitration program began operations in April 1986. (See Appendix B for a summary of the statute.)

III. NEW DEVELOPMENTS/SIGNIFICANT TRENDS

A. DECREASE IN NUMBER OF REQUESTS RECEIVED

In 1988, the Lemon Law Program received almost ten percent fewer requests for arbitration than in the previous year. The number of requests received decreased from 1043 in 1987 to 948 in 1988. (See graph on next page.) One probable cause of this decrease in the program's caseload is that manufacturers are resolving disputes with consumers before consumers reach the point of requesting state-run arbitration.



At least one manufacturer, Ford, places particular emphasis on reducing the number of arbitration requests filed and uses Lemon Law statistics as a motivational tool for customer service staff.

B. SUPREME JUDICIAL COURT DECISIONS INVOLVING THE LEMON LAW

During the past year, the Supreme Judicial Court (SJC) decided three cases involving Lemon Law Arbitration decisions. All three cases involved procedural issues and in all three cases the court ruled that the case should proceed on to trial.

In Latino v. Ford Motor Company 403 Mass. 247 (1988), the SJC affirmed the lower court's refusal to dismiss a consumer's complaint for double or triple damages. In this case, the consumer

filed a complaint for damages after the manufacturer failed to issue the arbitration award in a timely fashion. The statute requires manufacturers to issue arbitration awards within 21 days of an arbitrator's decision and allows consumers to sue for double damages for late awards. The manufacturer, in moving to dismiss the consumer's complaint, alleged that the consumer failed to send a written demand for relief under chapter 93A before filing suit. The court concluded that the arbitrator's decision in favor of the consumer constituted a "statutorily designated equivalent" of a demand letter. Therefore, the consumer was not required to send a separate notice.

In General Motors Corporation v. Blackburn, 403 Mass. 320 (1988), Chevrolet appealed the arbitrator's decision in favor of the consumer. The superior court granted summary judgment for the consumer, and GM appealed. The central issue in this case was whether the dealer acted as the manufacturer's agent for purposes of receiving notice of a final repair opportunity. The SJC concluded that the manufacturer "must receive notice from some source" but that notice to the dealer was not the equivalent of notice to the manufacturer. It reversed the superior court's order and remanded the case for further proceedings.

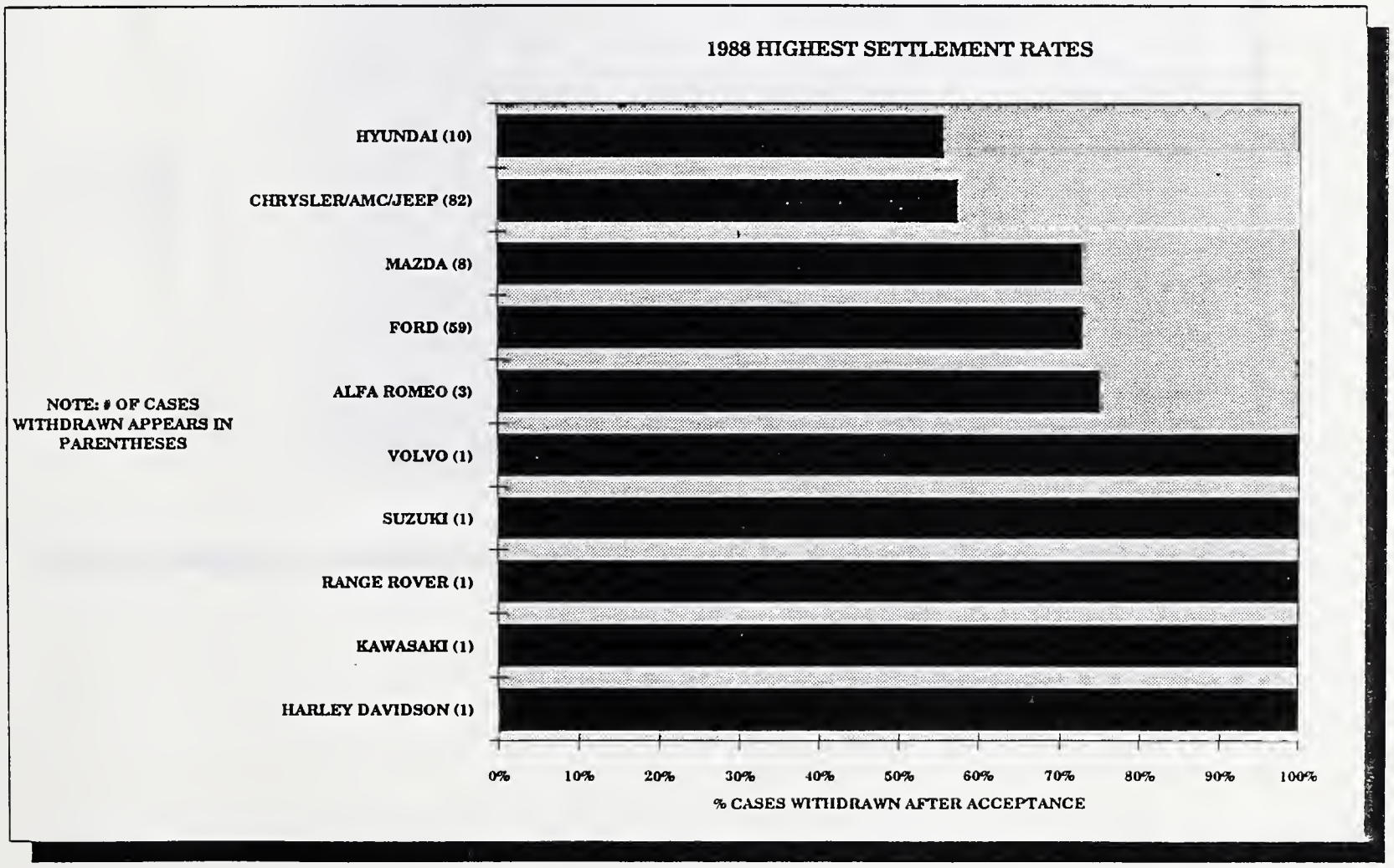
In Ford Motor Company v. Barrett, 403 Mass. 240 (1988), the SJC again reversed an order of summary judgment in favor of the consumer. Here, the court concluded that summary judgment was improperly granted because there was a genuine issue of material fact regarding whether there was a substantial defect in the consumer's vehicle.

C. REDUCTION IN NUMBER OF CASES DECIDED IN FAVOR OF CONSUMERS

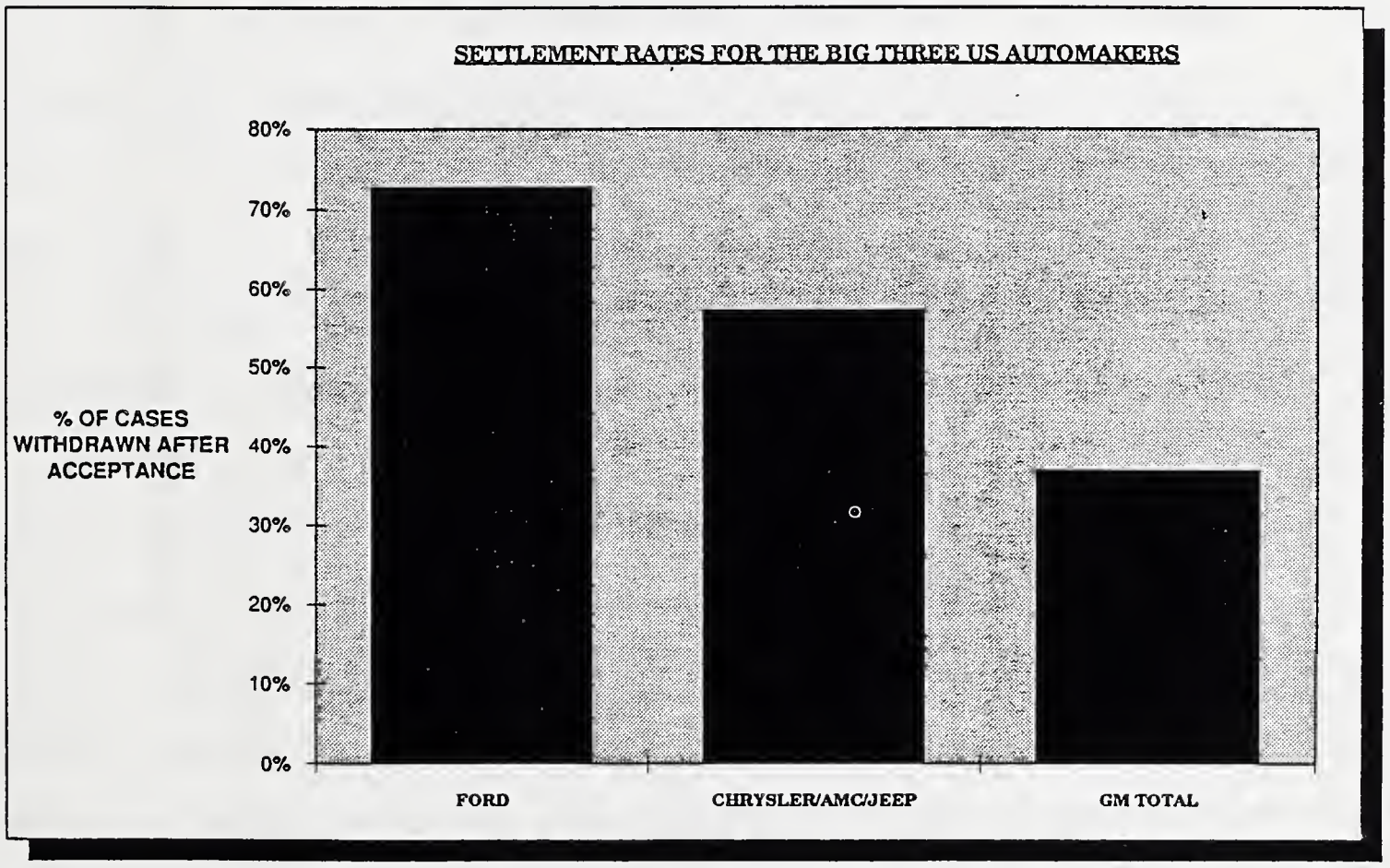
The percentage of cases decided in favor of consumers declined from 64 percent in 1987 to 58 percent in 1988. Some manufacturers are only going to arbitration hearings on cases which they strongly believe do not qualify under the law and are trying to settle the other cases.

D. CONTINUED HIGH RATE OF CASES WITHDRAWN

This trend, which began in 1987, continued throughout 1988 with 46 percent of accepted cases being withdrawn prior to an arbitration hearing. The majority of consumers withdrew their cases because they reached an acceptable settlement with the manufacturer.



In 1988, ten manufacturers settled more than 50 percent of their accepted cases--Alfa Romeo, Chrysler/AMC, Ford, Harley Davidson, Hyundai, Kawasaki, Mazda, Range Rover, Suzuki and Volvo. (See graph above.) Settlement practices of the Big Three U.S. automakers varied greatly. Ford and Chrysler/AMC had very high settlement rates, 73 percent and 57 percent respectively, while GM's settlement rate was only 37 percent overall. (See graph below and also Appendix D for GM divisional settlement rates.)

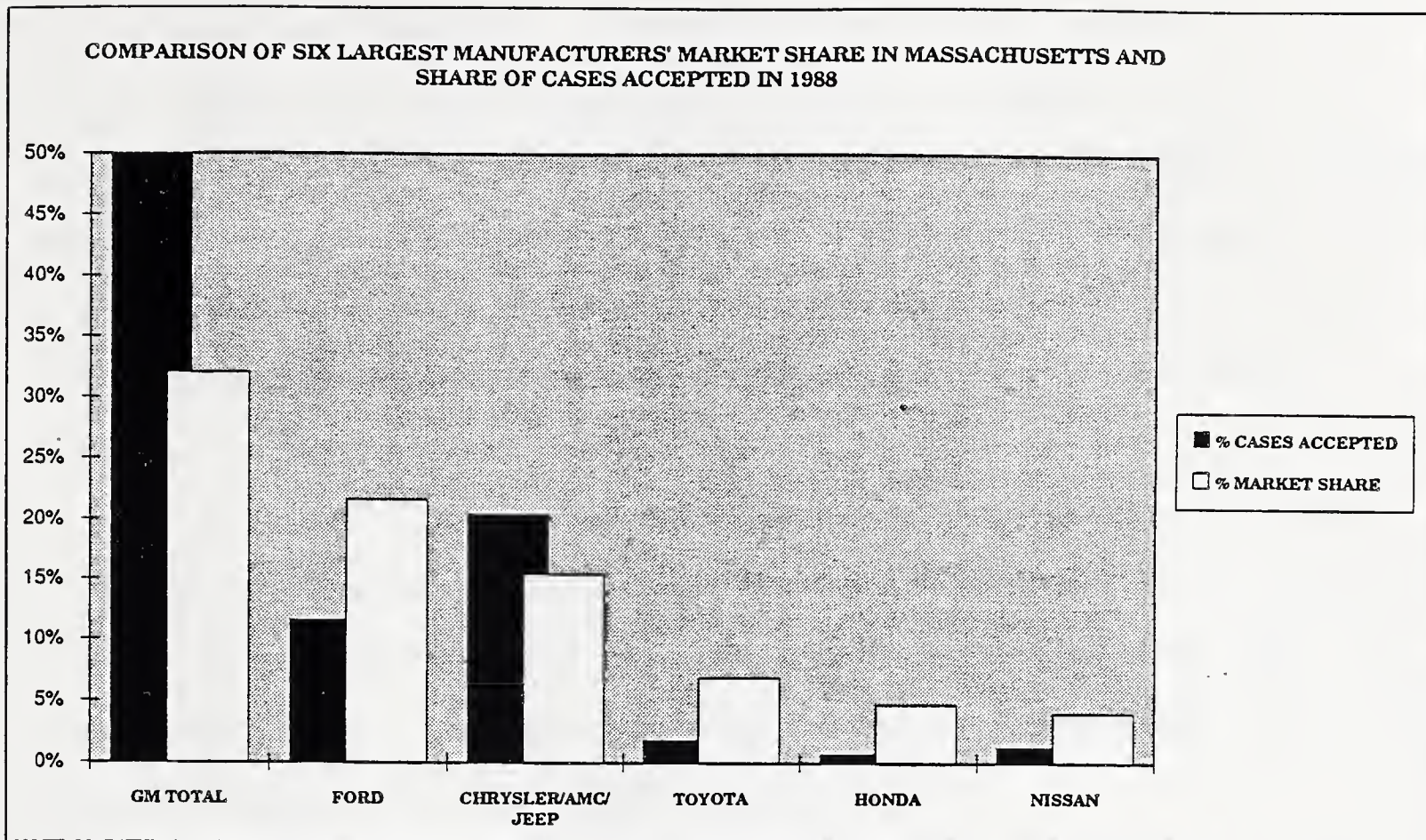


Overall, the majority of cases which settle are withdrawn after acceptance. However, in 1988 the LLAP noticed an increase in the number of cases which settled prior to their acceptance for arbitration for one manufacturer in particular. Ford settled 15 percent of its cases prior to acceptance. This suggests that Ford is addressing consumer complaints early in the process.

IV. STATISTICS

Of the 948 cases received in 1988, 12 percent were denied acceptance into the program. Just as in 1987, the most common reason for the denial of these cases was that the consumer failed to meet the "reasonable number of repair attempts" provision of the statute. Cases were also denied because: 1) the vehicles were used primarily for business purposes; 2) requests were received after the statutory 18 month deadline; 3) the vehicles were not purchased in Massachusetts; or 4) the defects were repaired.

The LLAP accepted 700 cases for arbitration in 1988. This number included 77 cases which were initially received in 1987 but not accepted until 1988. General Motors, Chrysler/AMC, and Ford had the largest percentage of accepted cases with 50 percent for General Motors, 20 percent for Chrysler/AMC and 12 percent for Ford. In many instances, the number of cases a manufacturer had in arbitration did not correlate to the number of vehicles it sold. (See graph below.)



To quantify the relationship between a manufacturer's market share and the number of cases accepted for arbitration against that manufacturer, the LLAP has developed a lemon index. The lemon index indicates the extent to which the number of cases accepted for a manufacturer is more than, or less than, the number expected based on its market share. For example, a manufacturer with a 25 percent market share might be expected to have 25 percent of cases accepted for arbitration, and would therefore have a lemon index of zero or "average."

Two factors have a direct effect on a manufacturer's lemon index--the number of alleged "lemons" made by a manufacturer and the manufacturer's rate of settling cases prior to acceptance into

our arbitration program. A manufacturer with 10 percent of the market share but with 15 percent of the arbitration cases would have a lemon index of +50 percent. (50 percent more cases accepted for arbitration than its market share might have predicted.) Such a manufacturer is either making more "lemons", or not resolving consumer complaints before arbitration, or both. (See graph below.)

For 1988, Alfa Romeo had the highest lemon index with almost 17 times the number of cases you would expect based on its market share. Yugo, which topped the lemon index, in 1986 and 1987 (19 times "average"), dropped to a still above average caseload of four times the number of cases expected in 1988.

On the brighter side, there were no cases accepted in 1988 against Acura, Mercedes or Jaguar. Volvo and Honda also had very good lemon index scores with each having about 85 percent fewer cases than their market shares would have predicted.

Of the Big Three U.S. auto manufacturers, Ford had the best lemon index, -46 percent, which means it had 46 percent fewer cases than its market share would predict. As would be expected, the largest manufacturer had the largest number of cases. But, for the second year in a row, the number of General Motors cases in arbitration was disproportionately high compared to the number of vehicles it sold. General Motors' lemon index was +56 percent meaning it had 56 percent more cases in arbitration than "average." General Motors sells 32 percent of the vehicles in Massachusetts, but had 50 percent of the lemon law cases.

LEMON INDEX (1988)
(NUMBER OF CASES ACCEPTED COMPARED TO MARKET SHARE)

	LEMON INDEX	MANUFACTURER
HIGHER COMPLAINT RATE	1590%	ALFA ROMEO
	938%	PEUGEOT
	323%	YUGO
	314%	STERLING
	303%	RANGE ROVER
	194%	PORSCHE
	56%	GM TOTAL
	33%	CHRYSLER/AMC/JEEP
	16%	SAAB SCANIA
	10%	VOLKSWAGEN
	5%	BMW
	0%	"AVERAGE"
	-14%	HYUNDAI
	-23%	SUBARU
	-24%	AUDI
	-25%	MAZDA
	-28%	MITSUBISHI
	-36%	AMERICAN ISUZU
	-46%	FORD
	-57%	SUZUKI
	-68%	NISSAN
	-73%	TOYOTA
	-84%	VOLVO
	-85%	HONDA
	-100%	ACURA
LOWER COMPLAINT RATE	-100%	MERCEDES
	-100%	JAGUAR

NOTE: LEMON INDEX INDICATES WHETHER THE NUMBER OF COMPLAINTS ACCEPTED AGAINST A MANUFACTURER IS GREATER THAN OR LESS THAN ITS MARKET SHARE OF NEW CARS AND TRUCKS. A MANUFACTURER WITH A MARKET SHARE OF 10%, BUT WITH 15% OF THE LEMON LAW CASES WOULD HAVE A LEMON INDEX OF +50%. LIKEWISE, IF THE SAME MANUFACTURER HAD ONLY 5% OF THE CASES ACCEPTED, ITS LEMON INDEX WOULD BE -50%.

THE LEMON LAW INDEX IS AFFECTED BY THE NUMBER OF COMPLAINTS OF ALLEGEDLY DEFECTIVE VEHICLES AND/OR THE SETTLEMENT RATE OF COMPLAINTS MADE PRIOR TO ACCEPTANCE FOR ARBITRATION.

Chrysler's lemon index for 1988 reflects its merger with AMC/Jeep/Renault. Over the past two years, Chrysler's own lemon index has been significantly lower than AMC/Jeep/Renault. For 1988, Chrysler's overall lemon index was +33 percent. However, taken separately Chrysler had a lemon index of +12 percent while AMC/Jeep/Renault's was a much higher +122 percent.

There were 407 cases decided in 1988. In 58 percent of these cases the consumer prevailed as compared with 64 percent of decisions in favor of consumers in 1988. Over $3.3 million was awarded to consumers as a direct result of arbitration hearings in 1988. It is estimated that an additional $4 million was received by consumers who settled prior to arbitration.

In 1988, the program processed cases more efficiently. The average number of days from acceptance to a decision was 46 days as compared with 53 days in 1987 and 58 days in 1986.

V. OPERATION OF THE ARBITRATION PROGRAM

A. ARBITRATION CONTRACT

In 1988, the American Arbitration Association (AAA) continued to serve as the arbitration firm for the Lemon Law Arbitration Program. The law requires the EOCABR to contract with a professional arbitrator or arbitration firm. During the past three years, the LLAP solicited bids for this contract and the AAA was chosen each year.

The AAA maintains a pool of arbitrators to serve on Lemon Law cases. Additionally, the AAA handles the scheduling of hearings and assists in the training of arbitrators. In 1988, ten Lemon Law training sessions were held throughout the state for Lemon Law arbitrators. Prior to this training, arbitrators received other training from the AAA.

In 1988, the LLAP surveyed Lemon Law arbitrators and plans to use some of their suggestions to improve services in 1989. For example, a revised arbitrator's handbook will be distributed in 1989, and the LLAP will continue to work on producing a new mock hearing tape for use in arbitrator training sessions. Additionally, the AAA is planning to implement an advisory council of Lemon Law arbitrators who will make suggestions for program improvement to both the AAA and LLAP.

B. PUBLIC EDUCATION

In 1988, the LLAP responded to suggestions from consumers and revised its primary source of consumer information, the Lemon Law pamphlet. This pamphlet was also translated into Spanish. During 1989, the LLAP will distribute a revised information kit which is given to consumers to assist with their hearing preparations.

VI. OTHER ACTIVITY

A. CONSUMER SURVEY AND COMMENTS

In 1988, we surveyed 406 consumers with 1987 cases who were accepted for arbitration. We received responses from about 65 percent of those surveyed. Of those responding, 39 percent had cases decided in their favor, 13 percent had cases which were decided in favor of the manufacturer, and the remaining 48 percent had withdrawn from the arbitration program.

Our purpose in conducting this survey was to evaluate the effectiveness of our consumer education efforts and consumers' perceptions of the program in general. Additionally, we hoped to acquire data on cases which settle prior to arbitration and on what action consumers take if they are not successful in arbitration.

The results of this survey were similar to those we obtained from the survey of consumers with 1986 accepted cases. Consumers were asked to rate various aspects of the program including the clarity of the application form, assistance from the Lemon Law Office, assistance from the American Arbitration Association, the arbitrator's fairness and impartiality and the overall program. Once again, the majority of consumers gave favorable ratings to every aspect of the program. Eighty percent of those responding gave "good" to "excellent" ratings to the overall program, assistance from the Lemon Law office, the arbitrator's fairness and impartiality, and the clarity of the application form.

We were pleased to find that, of those who had withdrawn their arbitration cases for settlement purposes, 83 percent were

satisfied with the settlements they reached. Also, more than 85 percent of these consumers received a replacement car or refund as the settlement.

One section of the survey asked consumers whose cases were decided in favor of the manufacturer, what they did with their vehicles after they received their decisions. Seventy-six percent of respondents stated they still owned the vehicle. Of those responding who no longer owned their vehicles, most said they had either sold or traded-in their vehicles.

It is interesting to note that most consumers continue to go through the arbitration process without the assistance of an attorney. Overall, about 90 percent of those responding said the Lemon Law office provided them with sufficient information to prepare for their hearings and that they would recommend the LLAP to others.

In addition to responses to this consumer survey, our office also received correspondence from consumers with comments and suggestions. Several letters contained positive feedback.

> Without the Lemon Law, I would have had no protection from the manufacturer or dealership. I have been very impressed with the professionalism of your department and how well all the departments worked together for the common good.

> Investing a lot of money in a new vehicle and then having major problems with it can be very aggravating. With a program like the Lemon Law, the consumer has an opportunity to have his case heard and not be ignored by the large automobile companies.
>
> The rules are clear and easy to follow, the arbitration office staff was helpful and considerate. The program operates in a timely fashion without delays.

Consumer complaints about the program centered around the paperwork involved in the process and the use-allowance:

> I think you should change the mileage deal...if you have problems from day one and then have to wait for 3 repairs... why should you be responsible for mileage?
>
> I had no trouble in following the guidelines as presented in your book of instructions. Someone of lesser abilities would most likely need help with all the necessary instructions.

B. PROGRAM COMPUTERIZATION

In 1988, LLAP staff worked with a computer programmer to develop a computerized system for tracking arbitration cases. The program will be fully implemented in 1989 and will enable staff to track cases more efficiently and to generate statistical reports more frequently.

VII. CONCLUSION

The decrease in the program's caseload in 1988 and the continued high number of cases withdrawn indicate that the program is moving towards its ultimate goal--minimizing the need for state-run arbitration. It appears that several manufacturers are making an extra effort to resolve consumer complaints before they reach the arbitration stage.

In 1989 the LLAP expects the number of cases received to continue to decline. Several factors including the increase in manufacturers' efforts to resolve complaints prior to arbitration and the implementation of a $45 filing fee may contribute to this decrease. Although the number of requests received has declined, the LLAP continues to receive many telephone calls from consumers, approximately 10,000 per year. Also, it distributed about 14,000 pamphlets in 1988.

The LLAP will continue to monitor program trends and statutory compliance in 1989 to evaluate the fairness and efficiency of the program. Revised information materials will be distributed including a revised arbitration information kit for consumers and a revised handbook for arbitrators. Additionally, LLAP staff will work on developing an information brochure for manufacturers to assist with the education of their staff and hopes to develop a newsletter for arbitrators to update them on program developments.

APPENDIX A
LEMON LAW ARBITRATION PROGRAM CASES RECEIVED
(1988)

MANUFACTURER	CASES RECEIVED
ACURA	0
ALFA ROMEO	5
AMERICAN ISUZU	8
AUDI	2
AVANTI	1
BENTLEY	0
BERTONE	0
BMW	5
CHRYSLER/AMC/JEEP	183
DAIHATSU	0
FERRARI	0
FORD	145
GM TOTAL	445
HARLEY DAVIDSON	1
HONDA	8
HYUNDAI	22
JAGUAR	0
KAWASAKI	1
MASERATI	7
MAZDA	15
MERCEDES	0
MITSUBISHI	3
NISSAN	9
PEUGEOT	7
PORSCHE	5
RANGE ROVER	0
ROLLS ROYCE	0
SAAB SCANIA	9
STERLING	2
SUBARU	15
SUZUKI	2
TOYOTA	19
TVR	0
VOLKSWAGEN	25
VOLVO	1
YUGO	3
TOTAL	948

GM BUICK	36
GM TRUCK & COACH	17
GM CADILLAC	14
GM CHEVROLET	235
GM OLDSMOBILE	57
GM PONTIAC	86
GM TOTAL	445

APPENDIX B

SUMMARY OF THE STATUTE

The Lemon Law provides protection for consumers who purchase new vehicles.

A. STANDARD FOR REFUND/REPLACEMENT

First, the law sets a standard for determining when manufacturers must buy back a consumer's vehicle and issue a full refund or replacement vehicle. The vehicle must be substantially impaired in use, market value or safety. The manufacturer or its agent is provided a reasonable number of attempts to fix the vehicle. The law defines a "reasonable number of attempts" as either three or more repairs for the same substantial defect or at least 15 business days out of service for repair of any substantial defects within the law's term of protection (the first year or 15,000 miles of use, whichever comes first). The law also gives the manufacturer one additional opportunity of no more than seven business days to repair the defect(s). The additional opportunity begins when the manufacturer first knows or should have known that the reasonable number of attempts limits have been met or exceeded.

If a defect continues to exist after the final repair opportunity, the consumer is entitled to a refund or replacement vehicle. If the manufacturer does not voluntarily refund the consumer's money or offer a replacement vehicle, the consumer can file for state-run arbitration.

B. STATE-RUN ARBITRATION

Consumers have 18 months from when they take delivery of a vehicle to file a request for state-run arbitration with the LLAP. During 1988, neither the consumer nor the manufacturer had to pay a filing fee. Once a consumer's case is accepted, a hearing is scheduled and a decision issued usually within 45 days of the acceptance. The arbitrator issues an "all or nothing" decision. If he determines that the law's standards have been met, he orders the manufacturer to give the consumer a delivery date for a replacement vehicle, issue a refund, or file an appeal in Superior Court within 21 days of the mailing of the arbitrator's decision. If the arbitrator finds that the vehicle has not met the law's standards, no award will be issued. Consumers who are unhappy with their arbitration decision can sue the manufacturer in court under M.G.L. chapter 93A.

The law has several provisions dealing with manufacturer appeals. It requires manufacturers to post a bond for the amount of the arbitrator's award plus $2500 for anticipated attorneys' fees for the consumer, at the time an appeal is filed. Should a judge find in favor of the consumer and further find that the manufacturer's appeal was frivolous, double damages can be awarded to the consumer.

In addition to these appeals provisions, the law also addresses manufacturer noncompliance with the 21-day award/appeal deadline. When no award is issued and no appeal filed, the Secretary of Consumer Affairs can fine manufacturers $5,000 per day for every day an award is late, up to a maximum of $50,000. Consumers who do not receive an award can sue the manufacturer for double damages.

Since June 17, 1986, every new vehicle sold in Massachusetts must display a sticker outlining consumer's rights under the Lemon Law. Dealers must also provide consumers with a separate notice of their rights with their ownership materials.

APPENDIX C
LEMON LAW ARBITRATION CASELOAD VS. MARKET SHARE (1988)
(NEW CARS AND TRUCKS)

MANUFACTURER	LEMON INDEX	MARKET SHARE #	MARKET SHARE %	CASES #	ACCEPTED %
MASERATI		10	0.00%	5	1%
ALFA ROMEO	1590%	166	0.03%	4	1%
PEUGEOT	938%	338	0.07%	5	1%
YUGO	323%	332	0.07%	2	0%
STERLING	314%	339	0.07%	2	0%
RANGE ROVER	303%	174	0.04%	1	0%
PORSCHE	194%	477	0.10%	2	0%
GM TOTAL	56%	156,782	32.02%	349	50%
CHRYSLER/AMC/JEEP	33%	75,227	15.36%	143	20%
SAAB SCANIA	16%	3,621	0.74%	6	1%
VOLKSWAGEN	10%	10,193	2.08%	16	2%
BMW	5%	2,683	0.55%	4	1%
HYUNDAI	-14%	14,650	2.99%	18	3%
SUBARU	-23%	9,983	2.04%	11	2%
AUDI	-24%	1,852	0.38%	2	0%
MAZDA	-25%	10,321	2.11%	11	2%
MITSUBISHI	-28%	2,908	0.59%	3	0%
AMERICAN ISUZU	-36%	4,377	0.89%	4	1%
FORD	-46%	105,814	21.61%	81	12%
SUZUKI	-57%	1,634	0.33%	1	0%
NISSAN	-68%	19,593	4.00%	9	1%
TOYOTA	-73%	33,795	6.90%	13	2%
VOLVO	-84%	4,465	0.91%	1	0%
HONDA	-85%	23,009	4.70%	5	1%
ACURA	-100%	3,640	0.74%	0	0%
MERCEDES	-100%	2,408	0.49%	0	0%
JAGUAR	-100%	787	0.16%	0	0%
FERRARI		28	0.01%	0	0%
ROLLS ROYCE		19	0.00%	0	0%
MISC IMPORTED CARS		12	0.00%	0	0%
BENTLEY		8	0.00%	0	0%
MISC DOMESTIC CARS		6	0.00%	0	0%
BERTONE		6	0.00%	0	0%
DAIHATSU		1	0.00%	0	0%
TOTAL		489,658	100.00%	698	100%

NOTE: LEMON INDEX IS THE PERCENTAGE OF CASES ACCEPTED DIVIDED BY THE PERCENTAGE OF MARKET SHARE MINUS ONE. THE RESULTING PERCENTAGE INDICATES VARIANCE OF CASELOAD FROM MARKET SHARE.
MARKET SHARE IS BASED ON MASSACHUSETTS REGISTRATION OF NEW CARS AND TRUCKS UNDER 10,000 LBS. FROM 1-1-88 TO 12-31-88, ACCORDING TO R.L. POLK & COMPANY.
LEMON INDEX CALCULATED ONLY FOR MANUFACTURERS WITH AT LEAST 100 REGISTRATIONS.
CASES ACCEPTED INCLUDE 77 CASES RECEIVED IN 1987. TWO MOTORCYCLE CASES WERE RECEIVED IN 1988, BUT ARE NOT INCLUDED IN THESE STATISTICS.

APPENDIX C
LEMON LAW ARBITRATION CASELOAD VS. MARKET SHARE (1988)
(NEW CARS AND TRUCKS)

MANUFACTURER	LEMON INDEX	MARKET SHARE #	MARKET SHARE %	CASES #	ACCEPTED %
GM BUICK	8%	16,940	3.46%	26	4%
GM TRUCK & COACH	-14%	11,437	2.34%	14	2%
GM CADILLAC	-7%	6,009	1.23%	8	1%
GM CHEVROLET	60%	78,707	16.07%	180	26%
GM OLDSMOBILE	80%	20,692	4.23%	53	8%
GM PONTIAC	107%	22,997	4.70%	68	10%
GM TOTAL	56%	156,782	32.02%	349	50%

APPENDIX D
LEMON LAW ARBITRATION CASE DISPOSITION *
(1988)

	CASES WITHDRAWN		CASES HEARD		CASE DECISIONS			
					CONSUMERS		MANUFACTURERS	
MANUFACTURER	#	%	#	%	#	%	#	%
ACURA	0	0%	0	0%	0	0%	0	0%
ALFA ROMEO	3	75%	5	125%	2	40%	3	60%
AMERICAN ISUZU	0	0%	4	100%	4	100%	0	0%
AUDI	0	0%	3	150%	2	67%	1	33%
AVANTI	0	0%	0	0%	0	0%	0	0%
BENTLEY	0	0%	0	0%	0	0%	0	0%
BERTONE	0	0%	0	0%	0	0%	0	0%
BMW	2	50%	3	75%	1	33%	2	67%
CHRYSLER/AMC/JEEP	82	57%	59	41%	33	56%	26	44%
DAIHATSU	0	0%	0	0%	0	0%	0	0%
FERRARI	0	0%	0	0%	0	0%	0	0%
FORD	59	73%	28	35%	19	68%	9	32%
GM TOTAL	129	37%	230	66%	130	57%	100	43%
HARLEY DAVIDSON	1	100%	0	0%	0	0%	0	0%
HONDA	2	40%	3	60%	2	67%	1	33%
HYUNDAI	10	56%	8	44%	4	50%	4	50%
JAGUAR	0	0%	0	0%	0	0%	0	0%
KAWASAKI	1	100%	0	0%	0	0%	0	0%
MASERATI	2	40%	3	60%	2	67%	1	33%
MAZDA	8	73%	5	45%	3	60%	2	40%
MERCEDES	0	0%	1	0%	1	100%	0	0%
MITSUBISHI	1	33%	2	67%	0	0%	2	100%
NISSAN	0	0%	9	100%	5	56%	4	44%
PEUGEOT	0	0%	5	100%	3	60%	2	40%
PORSCHE	0	0%	2	100%	2	100%	0	0%
RANGE ROVER	1	100%	0	0%	0	0%	0	0%
ROLLS ROYCE	0	0%	0	0%	0	0%	0	0%
SAAB SCANIA	3	50%	3	50%	3	100%	0	0%
STERLING	1	50%	1	50%	1	100%	0	0%
SUBARU	3	27%	10	91%	6	60%	4	40%
SUZUKI	1	100%	1	100%	1	100%	0	0%
TOYOTA	5	38%	8	62%	3	38%	5	63%
TVR	0	0%	0	0%	0	0%	0	0%
VOLKSWAGEN	7	44%	11	69%	8	73%	3	27%
VOLVO	1	100%	1	100%	0	0%	1	100%
YUGO	0	0%	2	100%	1	50%	1	50%
TOTAL	322	46%	407	58%	236	58%	171	42%

* IN ADDITION TO CASES WITHDRAWN, OTHER CASES ARE AWAITING HEARINGS, INCOMPLETE (AWAITING FURTHER DOCUMENTATION) OR DENIED (INELIGIBLE FOR ARBITRATION). SOME CASES ACCEPTED IN 1987 WERE NOT HEARD UNTIL 1988, BUT ARE REFLECTED IN THE CASES HEARD STATISTICS.

APPENDIX D
LEMON LAW ARBITRATION CASE DISPOSITION *
(1988)

	CASES WITHDRAWN		CASES HEARD		CASE DECISIONS			
					CONSUMERS		MANUFACTURERS	
MANUFACTURER	#	%	#	%	#	%	#	%
GM BUICK	14	54%	10	38%	6	60%	4	40%
GM TRUCK & COACH	3	21%	12	86%	6	50%	6	50%
GM CADILLAC	3	38%	6	75%	3	50%	3	50%
GM CHEVROLET	60	33%	127	71%	66	52%	61	48%
GM OLDSMOBILE	27	51%	29	55%	21	72%	8	28%
GM PONTIAC	22	32%	46	68%	28	61%	18	39%
GM TOTAL	129	37%	230	66%	130	57%	100	43%

* IN ADDITION TO CASES WITHDRAWN, OTHER CASES ARE AWAITING HEARINGS, INCOMPLETE (AWAITING FURTHER DOCUMENTATION) OR DENIED (INELIGIBLE FOR ARBITRATION). SOME CASES ACCEPTED IN 1987 WERE NOT HEARD UNTIL 1988, BUT ARE REFLECTED IN THE CASES HEARD STATISTICS.

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